

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA

Name of Debtor: **Jamerson S Fontillas**

Case No. **13-45734**

**AMENDED**  
**1ST Modified CHAPTER 13 PLAN**

YOU WILL BE NOTIFIED OF THE DATE, TIME, AND LOCATION OF A HEARING TO CONFIRM THIS PLAN AND OF THE DEADLINE TO OBJECT TO ITS CONFIRMATION. IN THE ABSENCE OF A TIMELY WRITTEN OBJECTION, THIS PLAN MAY BE CONFIRMED. IT WILL BE EFFECTIVE UPON ITS CONFIRMATION.

**Section 1. Plan Payments and Plan Duration**

**1.01 Plan payments.** To complete this plan, Debtor shall:

- a. Pay to Trustee \$ 475.00 per month for 2 months from the following sources: (describe, such as wages, rental income, etc.): Wages
- Debtor shall after 2 months, pay \$ 460.00 per month for 1 months from the following sources: (describe, such as wages, rental income, etc.): Wages, rental income
- Debtor shall after 3 months, pay \$ 975.00 per month for 1 months from the following sources: (describe, such as wages, rental income, etc.): Wages, rental income
- Debtor shall after 4 months, pay \$ 0.00 per month for 1 months from the following sources: (describe, such as wages, rental income, etc.): Wages, rental income
- Debtor shall after 5 months, pay \$ 475.00 per month for 4 months from the following sources: (describe, such as wages, rental income, etc.): Wages, rental income
- Debtor shall after 9 months, pay \$ 0.00 per month for 1 months from the following sources: (describe, such as wages, rental income, etc.): Wages, rental income
- Debtor shall after 10 months, pay \$ 340.00 per month for 1 months from the following sources: (describe, such as wages, rental income, etc.): Wages, rental income
- Debtor shall after 11 months, pay \$ 610.00 per month for 1 months from the following sources: (describe, such as wages, rental income, etc.): Wages, rental income
- Debtor shall after 12 months, pay \$ 750.00 per month for 1 months from the following sources: (describe, such as wages, rental income, etc.): Wages, rental income
- Debtor shall after 13 months, pay \$ 550.00 per month for 1 months from the following sources: (describe, such as wages, rental income, etc.): Wages, rental income
- Debtor shall after 14 months, pay \$ 0.00 per month for 1 months from the following sources: (describe, such as wages, rental income, etc.): Wages, rental income
- Debtor shall after 15 months, pay \$ 1,075.00 per month for 1 months from the following sources: (describe, such as wages, rental income, etc.): Wages, rental income
- Debtor shall after 16 months, pay \$ 0.00 per month for 3 months from the following sources: (describe, such as wages, rental income, etc.): Wages, rental income
- Debtor shall after 19 months, pay \$ 475.00 per month for 41 months from the following sources: (describe, such as wages, rental income, etc.): Wages, rental income

- b. In addition to the foregoing monthly payments, pay to Trustee \$ 0.00 from the following sources on the dates indicated:

Date(s): \_\_\_\_\_  
Source(s): \_\_\_\_\_

- c. The monthly plan payments will continue for 60 months unless all allowed unsecured claims are fully paid within a shorter period of time. This plan cannot propose monthly payments beyond 60 months.

**Section 2. Claims and Expenses**

**2.01.** With the exception of any post-petition direct payments to be made by Debtor, the payments required by Sections 2.04, 2.05, 2.07, 2.08, 2.10 and 3.01 will not be made pursuant to this plan unless a timely proof of claim is filed by or on behalf of a creditor, including a secured creditor.

**2.02.** The proof of claim, not this plan or the schedules, shall determine the amount and classification of a claim unless the court's order on a claim objection, valuation motion, lien avoidance motion, or adversary proceeding judgment affects the amount or classification of a claim.

2.03. Trustee's fees shall be paid pursuant to 28 U.S.C. §586(e). Compensation due a former chapter 7 trustee shall be paid pursuant to 11 U.S.C. §1326(b)(3)(B). Debtor's attorney of record was paid \$ 966.00 before the Chapter 13 case was filed. By separate order or in accordance with applicable Guidelines, after confirmation, debtor's attorney shall be paid additional fees of \$ 5,345.00 through this plan at the rate of \$ \*\*\*See Additional Provisions per month until paid in full.

#### Secured Claims

2.04. **Class 1: All delinquent secured claims that are not modified by this plan.** Class 1 claims are delinquent and other than the curing of any arrears, are not modified by this plan. Debtor or a third party (\_\_\_\_) shall directly make all post-petition payments on Class 1 claims.

- a. **Cure of arrears.** Trustee shall pay in full all allowed pre-petition arrears on Class 1 claims.
- b. **Application of payments.** The arrearage payment may include interest. If the provision for interest is left blank, interest will not accrue. The arrearage payment must be applied to the arrears. If this plan provides for interest on arrears, the arrearage payment shall be applied first to such interest, then to arrears.

Class 1 Creditor's Name/ Collateral Description	Amount of Arrears	Interest Rate on Arrears (0% unless otherwise stated)	Fixed Arrearage Payment	Payment Start Date (Start date will be a specific month during the plan)
1. Hilwood Owners Association Single Family Dwelling located at 23410 18th Ave. S. # F101, Des Moines, WA 98198; 3 bedrooms, 2 bathrooms, 1200 square feet.	3,800.00	0.00%	As of 5/8/2015, the Trustee has disbursed \$0.00 to Hilwood Owners Assoc. The balance will be paid with a monthly payment \$92.69 commencing June 2015.	As of 5/8/2015, the Trustee has disbursed \$0.00 to Hilwood Owners Assoc. The balance will be paid with a monthly payment \$92.69 commencing June 2015.
2. Seterus Single Family Dwelling located at 23410 18th Ave. S. # F101, Des Moines, WA 98198; 3 bedrooms, 2 bathrooms, 1200 square feet.	14,093.64	0.00%	As of 5/8/2015, the Trustee has disbursed \$5,446.01 to Seterus/Fed National Mortgage. The balance will be paid with a monthly payment \$210.92 commencing June 2015.	As of 5/8/2015, the Trustee has disbursed \$5,446.01 to Seterus/Fed National Mortgage. The balance will be paid with a monthly payment \$210.92 commencing June 2015.

2.05. **Class 2: All secured claims that are modified by this plan.**

- a. **Payment of claim.** Trustee shall satisfy each Class 2 claim by paying the amount specified below as the monthly payment. Subject to Section 2.05(c), Class 2 claims will be paid in full. The payment of a Class 2 claim shall not include interest unless otherwise specified. If Debtor does not intend to satisfy a Class 2 claim by periodic payments, Debtor shall check this box ☐ and provide for this claim in Additional Provisions.
- b. **Adequate protection payments.** Before confirmation, Trustee shall pay each allowed Class 2 claim secured by a purchase money security interest in personal property an adequate protection payment as required by 11 U.S.C. §1326(a)(1)(C). As required by 11 U.S.C. §1325(a)(5)(B)(iii), equal monthly payments must be no less than the adequate protection payment.
- c. **Claim amount.** The amount of a Class 2 claim is determined by applicable nonbankruptcy law. If applicable bankruptcy law authorizes a debtor to reduce a secured claim, Debtor may reduce the claim to the value of the collateral securing it by filing, serving, and prevailing on a motion or adversary proceeding to determine the value of that collateral. If this plan proposes to reduce a claim based upon the value of collateral, Debtor shall file this motion or adversary proceeding and have it decided before plan confirmation.

d. **Lien retention.** Each Class 2 creditor shall retain its existing lien as permitted under applicable bankruptcy law.

Class 2 Creditor's Name/Collateral Description (No Reduction in Collateral Value)	Purchase Money Interest - Personal Property? Y/N	Estimated Amount of Claim	Interest Rate (0% unless otherwise stated)	Monthly Payment
-NONE-				

Class 2 Creditor's Name/Collateral Description (Reduction in Collateral Value)	Reduced Value of Collateral	Interest Rate (0% unless otherwise stated)	Monthly Payment
1. Green Tree Servicing L Single Family Dwelling located at 23410 18th Ave. S. # F101, Des Moines, WA 98198; 3 bedrooms, 2 bathrooms, 1200 square feet.	0.00	0.00%	0.00

2.06. **Class 3: All secured claims for which the collateral is being surrendered.** Upon confirmation of this plan, the automatic stay is modified to allow a Class 3 secured claim holder to exercise its rights against its collateral.

Class 3 Creditor's Name	Collateral to be Surrendered
-NONE-	

2.07. **Class 4: All other non-delinquent secured claims.** Class 4 claims are not delinquent and are not modified by this plan. Debtor or a third party ( ) shall directly make all post-petition payments on Class 4 claims.

Class 4 Creditor's Name/Collateral Description	Monthly Contract Installment
1. Westlake Financial SVCS 2004 Lexus IS 300 with 115,000 miles	350.00

2.08. The deed of trust with \_\_\_\_\_ ("Creditor") encumbers real property located at \_\_\_\_\_, securing a loan that is the subject of a loan modification application (the "Application"). The monthly payment listed below represents the projected payment under the Application, and may not be the payment when the Application is approved or denied. Notwithstanding Section 2.04, and except as otherwise provided in this plan, Trustee will not pay any pre-petition arrears claimed by Creditor while the Application is proposed or pending.

- a. If Creditor approves the Application, the monthly payment Debtor shall directly make will be the amount approved by Creditor.
- b. If the approved Application changes the amount of arrears that otherwise would be paid under Section 2.04, alters any plan payment to be made to Trustee, or adversely affects the amount to be paid to claimants in Section 2.12, Debtor shall file an amended plan reflecting such changes within 14 days of receipt of written notification of approval of the Application.
- c. If Creditor denies the Application, Debtor shall, within 14 days of receipt of written notification of denial of the Application, file an amended plan providing for appropriate treatment of pre-petition and post-petition arrears or surrender of the property.
- d. If Debtor fails timely to file an amended plan, Debtor shall be deemed to be in material default under this plan and the remedies described in Section 4.02 shall be available to Trustee or Creditor.

Class 4 Creditor's Name/Collateral Description	Monthly Contract Installment	Monthly Modification Installment
-NONE-		

2.09. Secured claims not listed as Class 1, 2, 3, or 4 claims are not provided for by this plan, and Trustee shall not make any disbursements on such claims. The failure to provide for a secured claim in one of these classes may be cause to terminate the automatic stay as to that claim holder.

#### Unsecured Claims

2.10. **Class 5: Unsecured claims entitled to priority pursuant to 11 U.S.C. §507.** Trustee shall pay in full Class 5 claims, whether or not listed below, unless a claim holder agrees to accept less or 11 U.S.C. §1322(a)(4) is applicable. If 11 U.S.C. §1322(a)(4) applies, the claim holder and the treatment of the claim shall be specified in the Additional Provisions. Notwithstanding any other provision in this plan, Debtor shall directly pay all domestic support obligations and all loan payments to a retirement or thrift savings plan that are due and payable post-petition, regardless of whether this plan is confirmed or a proof of claim is filed.

Class 5 Creditor's Name	Type of Priority	Estimated Claim Amount
-NONE-		

2.11. **Class 6: Designated unsecured claims that will be paid in full even though all other nonpriority unsecured claims may not be paid in full.**

Class 6 Creditor's Name	Reason for Special Treatment	Estimated Claim Amount
-NONE-		

2.12. **Class 7: All other unsecured claims.** These claims, including the unsecured portion of secured recourse claims not entitled to priority, total approximately **\$61,322.00**. The funds remaining after disbursements have been made to pay all administrative expense claims and other creditors provided for in this plan are to be distributed on a pro-rata basis to Class 7 claimants.  
[select one of the following options:]

☐ **Percent Plan.** Class 7 claimants will receive no less than \_\_\_\_ % of their allowed claims through this plan.

☒ **Pot Plan.** Class 7 claimants are expected to receive 0 % of their allowed claims through this plan.

#### **Section 3. Executory Contracts and Unexpired Leases**

3.01. Debtor assumes the executory contracts and unexpired leases listed below. Debtor shall directly make all post-petition payments to the other party to the executory contract or unexpired lease. Unless a different treatment is required by 11 U.S.C. §365(b)(1) and is set out in the Additional Provisions, Trustee shall pay in full all pre-petition defaults

Name of Other Party to Executory Contract Unexpired Lease	Description of Contract/Lease	Regular Monthly Payment	Pre-petition Default	Monthly Cure Payment
-NONE-				

3.02. Any executory contract or unexpired lease not listed in the table above is rejected. A proof of claim for any rejection damages shall be filed by the later of the claims bar date or thirty days after confirmation of this plan. Upon confirmation of this plan, the automatic stay is modified to allow the nondebtor party to a rejected, unexpired lease to obtain possession of leased property, to dispose of it under applicable law, and to exercise its rights against any nondebtor in the event of a default under applicable law or contract.

#### **Section 4. Miscellaneous Provisions**

4.01. **Vesting of property.** Property of the estate will revert in Debtor upon confirmation.

If Debtor does not want the property to revert, Debtor must check the following box: ☐ **SHALL NOT REVEST.**

If the property of the estate does not revert in Debtor, Trustee is not required to file income tax returns for the estate, insure any estate property or make any of Debtor's ongoing, regular post-petition debt payments with the exception of monthly cure payments otherwise required by this plan. Upon completion of this plan, all property shall revert in Debtor.

Notwithstanding the reversion of property in Debtor, the court will retain its supervisory role post-confirmation to enforce Fed. R. Bankr. P. 3002.1 and provide any other relief necessary to effectuate this plan and the orderly administration of this case.

After the property reverts in Debtor, Debtor may sell, refinance or execute a loan modification regarding real or personal property

N.D. Cal. Model Chapter 13 Plan (August 1, 2013)

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without further order of the court with the approval of Trustee.

**4.02. Remedies upon default.** If Debtor defaults under this plan or does not complete this plan within 60 months, Trustee, or any other party in interest may request appropriate relief pursuant to Local Bankruptcy Rules. This relief may consist of, without limitation, dismissal of the case, conversion of the case to chapter 7, or relief from the automatic stay to pursue rights against collateral. If the court terminates the automatic stay to permit a Class 1 or 2 secured claim holder or a party to an executory contract or unexpired lease to proceed against its collateral, unless the court orders otherwise, Trustee shall make no further payments on account of such secured claim, executory contract or unexpired lease claim, and any portion of such secured claim not previously satisfied under this plan shall be treated as a Class 3 claim. Any deficiency remaining after the creditor's disposition of its collateral for which Debtor has personal liability shall be treated as a Class 7 claim subject to the timely filing of a proof of claim.

**4.03 Impermissible Provisions.** Notwithstanding any other term in this plan, Debtor does not seek through the confirmation and completion of this plan either a determination of the dischargeability of any debt or the discharge of any debt that is non-dischargeable as a matter of law in a Chapter 13 case under 11 U.S.C. §1328.

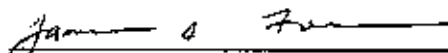
#### Section 5. Additional Provisions

This plan is the court's standard plan form. Other than to insert text into designated spaces, expand tables to include additional claims, or change the title to indicate the date of the plan or that the plan is a modified plan, the preprinted text of this form has not been altered. If there is an alteration, it will be given no effect. The signatures below are certifications that the standard plan form has not been altered.

Despite the foregoing, as long as consistent with the Bankruptcy Code, the Debtor may propose additional provisions that modify the preprinted text. All additional provisions shall be on a separate piece of paper appended at the end of this plan. Each additional provision shall be identified by a section number beginning with section 5.01 and indicate which section(s) of the standard plan form have been modified or affected.


Additional Provisions [choose one] are ☒ are not ☐ appended to this plan.

Dated: 5/27/15

  
Jamerson S. Fontillas  
Debtor

Debtor

Dated: 5/27/15

  
Rabin J. Pourmazarian 186738  
Debtor's Attorney

**Section 5. Additional Provisions**

**1. Ongoing domestic support obligations being paid directly via wage order. Debtor is current on all domestic support obligations.**

**Section 2.03 - Debtor's attorney of record has received \$1,799.24 from the Trustee. The balance of attorney fees is \$3,545.76. The monthly payment will be \$125.00 commencing June 2015.**



Rabin J. Pournazarian, SBN: 186735  
**PRICE LAW GROUP, APC**  
15760 Ventura Boulevard, Suite 1100  
Encino, CA 91436  
Telephone: (818) 995-4540  
Facsimile: (818) 995-9277

Attorney for Debtor

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA

In re:

Chapter 13  
Bankruptcy Case No. 13-45734

**Jamerson Fontillas,**

CERTIFICATE OF SERVICE

Debtor.

\_\_\_\_\_  
I, the undersigned, declare that I am employed in the County of Los Angeles. I am over the age of 18 years and not a party to the within entitled action. My business address is 15760 Ventura Boulevard, Suite 1100, Encino, CA 91436.

On May 28, 2015, I served the within "**AMENDED FIRST MODIFIED CHAPTER 13 PLAN**" by placing a true copy thereof in a sealed envelope with postage thereon fully prepaid, in the United States Mail at Encino, California, to all parties entitled to receive regularly mailed notices, addressed as follows:

SEE ATTACHED SERVICE LIST

If the Chapter 13 Trustee is otherwise entitled to notice, she will receive such notice upon the electronic filing of the above-named document.

I declare, under penalty of perjury, that the foregoing is true and correct. Executed on May 28, 2015 at Encino, California.

  
\_\_\_\_\_  
Laura Franklin  
Chapter 13 Administrator

Rev. 2/05

Label Matrix for local noticing  
0971-4  
Case 13-45734  
Northern District of California  
Oakland  
Wed May 27 17:25:16 PDT 2015

CA Employment Development Dept.  
Bankruptcy Group NIC 92E  
P.O. Box 826880  
Sacramento, CA 94280-0001

Capital One Bank (USA), N.A.  
PO Box 71083  
Charlotte, NC 28272-1083

DSHS/DCS Olympia  
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Seterus, Inc.  
c/o Seterus, Inc.  
P.O. Box 2008  
Grand Rapids, MI 49501-2008

Bank of America, N.A.  
Attn: Bankruptcy Department  
100 North Tryon St  
Charlotte, NC 28202-4031

CA Franchise Tax Board  
Special Procedures Bankruptcy Unit  
P.O. Box 2952  
Sacramento, CA 95812-2952

Capital One, N.A.  
PO Box 71083  
Charlotte, NC 28272-1083

Federal National Mortgage Association (Fanni  
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San Diego, CA 92101-2607

Green Tree Servicing L  
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Rapid City, SD 57709-6172

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Navy Federal Cr Union  
PO Box 3700  
Herrifield, VA 22119-3700

Nordstrom fcb  
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Englewood, CO 80155-6566

Quality Loan Servicing  
Attn: Foreclosure/Bankruptcy  
2141 Fifth Ave.  
San Diego, CA 92101-2101

Seterus, Inc. as the authorized subservicer  
c/o McCarthy & Bolthus, LLP  
1770 Fourth Avenue  
San Diego, CA 92101-2607

Martha G. Bronitsky  
P.O. Box 9077  
Pleasanton, CA 94566-9077

Drew A. Callahan  
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Attn: Bankruptcy Department  
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Salt Lake City, UT 84130-0285

Jamerson S Pontillas  
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Hillwood Owners Association  
c/o Ronald G. Koush, P.S.  
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Seattle, WA 98101-2393

Labor Commissioner  
1515 Clay St.  
Room 801  
Oakland, CA 94612-1463

Navy Federal Credit Union  
PO Box 3000  
Herrifield, Va 22119-3000

Office of the U.S. Trustee/Oak  
Office of the U.S. Trustee  
1301 Clay St. #690N  
Oakland, CA 94612-5231

Seterus  
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Beaverton, OR 97005-2352

Lisa Singer  
Roscki, Rosicki and Assoc.  
51 E Bethpage Rd.  
Plainview, NY 11803-4224



{p}CALIFORNIA STATE BOARD OF EQUALIZATION  
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SACRAMENTO CA 94279-0029

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San Francisco, CA 94102-3661

Westlake Financial SVCs  
4751 Wilshire Blvd  
Los Angeles, CA 90010-3827

Jennifer C. Wong  
McCarthy and Bolthus, LLP  
1770 4th Ave.  
San Diego, CA 92101-2607

The preferred mailing address {p} above has been substituted for the following entity/entities as so specified  
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

JEFFERSON CAPITAL SYSTEMS LLC  
PO BOX 7999  
ST CLOUD, MN 56302-9617

(d)JEFFERSON CAPITAL SYSTEMS LLC  
PO BOX 7999  
ST CLOUD MN 56302

State Board of Equalization  
Collection Dept.  
P.O. Box 942879  
Sacramento, CA 94279

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Federal National Mortgage Association

(u)Westlake Financial Services

End of Label Matrix	
Mailable recipients	33
Bypassed recipients	2
Total	35